



# KERR COUNTY MARKET ASSOCIATION

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Kerrville, Texas 78029-0163

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## 2010 JULY 4<sup>TH</sup> HEAT WAVE NON-PROFIT ORGANIZATION APPLICATION

Organization Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Describe Fund Raising Activity: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Non-Profit ID #: \_\_\_\_\_ (Required)

State Sales Tax Permit #: \_\_\_\_\_ (Attach copy) Vehicle License #: \_\_\_\_\_ (Req.)

Spaces are 10' x 12', maximum 2 spaces per vendor.  
Enter the fee amt in the blank on the right side of this form.

### FEE CALCULATION

Booth Fee	\$40/space	\$
Canopy Rental Fee	\$25 - Call to confirm availability	\$
Electricity Fee	\$15 - Call to confirm availability	\$
<b>TOTAL</b>		\$

**Application deadline is June 30, 2010. All fees must be paid at the time of application.**

**NO REFUNDS DUE TO EVENT CANCELLATION.**

The reverse side of this application must be completed, including your initials in each blank provided, with your signature and date at the bottom of the page.

Date Rcvd.: \_\_\_\_\_ Fee Paid: \_\_\_\_\_

**Both sides of this application must be completed and payment in full must be made. Mail this completed form with a check, cashier's check or money order, payable to K.C.M.A. Applications will be processed in the order in which they are received.**

**READ and INITIAL EACH** of the terms of this agreement for participation in 2010 July 4<sup>th</sup> Heat Wave.

- ▶ I will be responsible for assuring that this organization's fund raising activity complies with all local, state and federal rules and regulations for solicitations. \_\_\_\_\_
- ▶ I affirm that all funds raised at this event will be used solely for the benefit of local non-profit organizations. \_\_\_\_\_
- ▶ I will not sell or allow to be sold or given away onsite any live animals, firearms, alcoholic beverages or any items deemed objectionable or unacceptable for public display. \_\_\_\_\_
- ▶ I will conduct activities only in my assigned space and will set-up my booth in a safe and attractive manner. \_\_\_\_\_
- ▶ I will be responsible for collection and reporting of funds raised and compliance with all federal, state and local laws, statutes and ordinances, including all Internal Revenue Service reporting requirements. \_\_\_\_\_
- ▶ I will be responsible for cleaning my assigned site, bagging and removing all trash. \_\_\_\_\_
- ▶ I will be responsible for the actions and conduct of anyone who sells from my assigned space. \_\_\_\_\_
- ▶ I will post in a clearly visible manner my name and/or organization name and will prominently display my Non-profit I.D. # and a statement of the purpose for which the funds will be used. \_\_\_\_\_
- ▶ I recognize and agree that KCMA and its representatives are in no way responsible for any action of vendors or their helpers or employees and KCMA, its representatives, members and the City of Kerrville assume no liability for vendor merchandise or equipment that is damaged due to circumstances beyond their control. Vendors agree to indemnify and hold harmless KCMA, its representatives and members and the City of Kerrville from any and all liability. \_\_\_\_\_
- ▶ I further agree to comply with all applicable federal, state, and local laws, regulations, rules, and ordinances now in effect or that may hereafter be promulgated, including but not limited to laws and regulations outlawing discrimination based upon race, gender, color, creed, ethnicity, national origin, religious beliefs, sexual orientation or disability and further recognize that KCMA may enforce same by terminating the letter of agreement between KCMA and any offending vendor. \_\_\_\_\_
- ▶ I agree that in performing the services included in this Agreement, each vendor shall be an independent contractor and not an employee of KCMA or the City of Kerrville or any department of the City of Kerrville. It is understood that the Vendor executing this Letter of Agreement is agreeing that all of the services to be performed under this Agreement shall be performed by the specified vendor, their business or associates, who are fully bound by the terms of this Letter of Agreement, and by no other entity or person. \_\_\_\_\_
- ▶ **I recognize that the City of Kerrville has granted to the Kerr County Market Association authority to terminate this agreement and my permission to participate in this event and raise funds at this location if I violate any of the above policies and guidelines or if I fail to comply with any other procedure or requirement determined necessary by KCMA.** \_\_\_\_\_

I HAVE READ AND I UNDERSTAND AND ACCEPT ALL PROVISIONS OF THIS LETTER OF AGREEMENT AND WILL ABIDE BY ALL THE REQUIREMENTS OF THE KERR COUNTY MARKET ASSOCIATION.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Before returning this application to K.C.M.A., make a copy of both sides of the document for your records.*